

EXHIBIT E

(AMENDED DSM CONTRACTS)

(DSM-Firmenich Joinder to PSA)

EXECUTION COPY**DSM-Firmenich Joinder to Amended & Restated Plan Support Agreement (“Joinder”)**

The undersigned DSM-Firmenich¹ entities hereby acknowledge that they have read and understand the Amended and Restated Plan Support Agreement, dated as of December 12, 2023 (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the “Agreement”),² by and among Amyris, Inc. and its affiliates bound thereto and the Consenting Parties, and agree to be bound by the terms and conditions thereof (as modified by the terms of this Joinder), and shall be deemed “Other Consenting Stakeholders” and “Consenting Parties” under the terms of the Agreement.

I. Binding Effect of Joinder

DSM-Firmenich specifically agrees to be bound by the terms and conditions of the Agreement (as modified by the terms of this Joinder) and makes all representations and warranties contained therein as of January 18, 2024, and any further date specified in the Agreement; *provided that* this Joinder shall be binding upon DSM-Firmenich *only* once the following conditions have been satisfied:

- a) the Debtors have made the payment to DSM-Firmenich contemplated in Section U of the DSM Term Sheet;³ and
- b) the Debtors have filed a copy of this Joinder (including Exhibit A) on the docket in the Chapter 11 Cases prior to the Confirmation Hearing.

II. Voting of DSM-Firmenich Claims

The Parties — including, for the avoidance of doubt, the Debtors — stipulate that, upon execution of this Joinder, DSM-Firmenich shall be deemed to have voted the Claims scheduled below with respect to the Class identified in favor of the Plan (collectively, the “Voted Claims”), and to consent to and to not opt out of the third party releases provided for in the Plan, without the need for DSM-Firmenich to complete and return any ballots; *provided, however*, if the Plan Effective Date occurs prior to entry into the Definitive Documents,⁴ then DSM-Firmenich shall be deemed to have voted the Voted Claims to reject the Plan, and to have opted out of the third party releases provided for in the Plan.

¹ “DSM-Firmenich” means DSM Finance B.V., DSM Nutritional Products Ltd., DSM Produtos Nutricionais Brasil S.A., DSM Food Specialties B.V., DSM IP Assets B.V., DSM International B.V., DSM Nutritional Products AG, DSM Nutritional Products Europe Ltd., and Firmenich S.A.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement or the Plan.

³ “DSM Term Sheet” shall mean that certain Restructuring Term Sheet, dated December 13, 2023, by and among Amyris, Inc. and its direct and indirect subsidiaries, DSM Nutritional Products Ltd., Firmenich SA, and certain of their affiliates, filed as Exhibit E to the Plan Supplement [Docket No. 1112-5].

⁴ For the avoidance of doubt, this would only occur if the Parties could not agree to the final form of the Definitive Documents and the Debtors and Consenting Stakeholders decided to permit the Plan Effective Date to occur without implementing the DSM-Firmenich Term Sheet.

In the event the Debtors and Consenting Stakeholders elect to cause the Plan Effective Date to occur without implementing the DSM-Firmenich Term Sheet as a result of not reaching agreement with respect to the Definitive Documentation, the Debtors and Consenting Stakeholders shall provide ten (10) calendar days' notice of such election in writing to DSM-Firmenich in advance of the Plan Effective Date. This provision shall survive termination of this Agreement and Joinder.

Notwithstanding anything to the contrary contained in the Agreement or this Joinder, if the entered Confirmation Order does not contain provisions substantially consistent in all respects with the language in Exhibit A, then: (i) DSM-Firmenich shall have no further obligations under the Agreement or this Joinder; (ii) each of the Parties agrees not to contest any motion by DSM-Firmenich to withdraw its votes accepting the Plan and change any/all of its votes to reject the Plan and opt out of the third party releases (and shall also not oppose any motion by DSM-Firmenich seeking consideration of such relief on an emergency basis); (iii) DSM-Firmenich shall be free to object to confirmation of the Plan on any basis, appeal confirmation of the Plan on any basis, or otherwise oppose the Plan (or assumption and/or assignment of the DSM Contracts⁵) on any basis; and (iv) all of the DSM Contracts shall be deemed rejected (*provided that* nothing herein shall be diminish any of DSM-Firmenich's rights under section 365(n) upon such rejection). DSM-Firmenich and the Company Parties may waive (only expressly and in writing) their rights under this provision in each of their sole discretion and shall have no obligation to do so, nor shall any Party have any claim against any other Party related to its decision to waive (or not waive) any right hereunder, or related to the exercise of its discretion hereunder.

This Joinder shall terminate if the Debtors and Consenting Stakeholders elect to cause the Plan Effective Date to occur without implementing the DSM-Firmenich Term Sheet in full, unless DSM-Firmenich waives (expressly and in writing) implementation of any of provision of the DSM-Firmenich Term Sheet. If this Joinder is terminated, the Parties shall have the rights contained in (i) through (iii) of the immediately preceding paragraph and in Paragraph 4 of Exhibit A attached hereto.

III. Clarification of Agreement Terms

By executing the Acknowledgment to this Joinder, the Parties hereto agree and acknowledge — and the Agreement shall be deemed modified to reflect:

- a) The definition of “Restructuring Transactions” in the Agreement includes implementation of all terms of the DSM Term Sheet (including as provided for in the DSM Amended Contracts);
- b) Notwithstanding anything to the contrary in the Agreement, the Definitive Documents related to the DSM Amended Contracts must be in form and substance acceptable to DSM-Firmenich, the Company Parties, and the Consenting Stakeholders in their respective discretion exercised in accordance with the DSM Term Sheet;

⁵ For purposes of this Joinder, “DSM Contracts” means those contracts listed on Exhibit B annexed hereto.

- c) It shall not be a breach of the Agreement for DSM-Firmenich to participate in any way in any sale process for any assets of the Debtors;
- d) The Company Parties' deadline to seek to assume or reject any of the DSM Contracts is extended to the first to occur of the following: (a) fourteen (14) calendar days after the withdrawal of the Plan, (b) fourteen (14) calendar days after the denial of confirmation of the Plan, or (c) the Plan Effective Date, if such date occurs prior to entry of the Definitive Documents; *provided that*, the Company Parties may not assume, assume as amended, or reject any of the DSM Contracts other than as provided in the DSM Term Sheet while this Joinder is in effect;
- e) DSM-Firmenich's deadline to object to assumption and/or assignment of any of the DSM Contracts is extended to the first to occur of the following: (a) fourteen (14) calendar days after the withdrawal of the Plan, (b) fourteen (14) calendar days after the denial of confirmation of the Plan, (c) fourteen (14) calendar days after modification of the Plan in a manner that will result in the DSM Term Sheet not being implemented in full, or (d) the Plan Effective Date; and
- f) Notices to DSM-Firmenich in connection with the Agreement shall be to:

DSM Nutritional Products AG
Attention: Dominique Isler
Wurmisweg 576
4303 Kaiseraugst, Switzerland
Telephone: +41 78 611 17 37
Email: dominique.isler@dsm-firmenich.com

with copies to:

Latham & Watkins, LLP
330 N. Wabash Avenue
Suite 2800
Chicago, Illinois 60611
Attention: Joseph Celentino
Telephone: (312) 876-6529
Email: joe.celentino@lw.com

[Joinder continues on following page]

IV. DSM-Firmenich Voted Claims and Interests

Voted Claims + Interests⁶	Amount	Claim Holder(s) / Interest Holder
Class 4 — DSM RealSweet Secured Claims	\$29,518,925.00 ⁷	DSM Finance B.V.
Class 5 — DSM Other Secured Claims	\$45,450,000.00 ⁸	DSM Finance B.V.
Class 9 — DSM Contract Claims	\$3,871,495.06 ⁹	DSM Nutritional Products Ltd.; DSM Produtos Nutricionais Brasil S.A.; DSM Food Specialties B.V.; DSM IP Assets B.V.; DSM International B.V.; DSM Nutritional Products AG; DSM Nutritional Products Europe Ltd.; Firmenich S.A.
Class 14 — Amyris Equity Interests ¹⁰	16,701,210 shares	DSM International B.V.

⁶ This chart does not list any Administrative Claims held by DSM-Firmenich, including section 503(b)(9) Claims and Claims arising for goods delivered after the Petition Date and alleged breaches of contract after the Petition Date. As of the Effective Date (solely of a Plan that implements the DSM Term Sheet in full), (i) DSM-Firmenich waives any Administrative Claims and (i) DSM-Firmenich shall neither receive nor retain any property under the Plan on account of any Administrative Claims; *provided that*, (i) and (ii) do not apply with respect to (a) ordinary-course postpetition goods and services, (b) reimbursement of professional fees as provided in Exhibit A, or (c) claims arising from breach of this Agreement or the Release Protocols Agreement (as defined in the DSM Term Sheet).

⁷ As of the Effective Date (of a Plan that implements the DSM Term Sheet in full), DSM-Firmenich's Allowed Class 4 Claim will receive under the Plan the treatment provided in Sections I and V of the DSM Term Sheet in full and complete satisfaction of the Class 4 Allowed Claim.

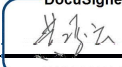
⁸ DSM-Firmenich has asserted additional unliquidated amounts that would constitute "DSM Other Secured Claims" once liquidated. As of the Plan Effective Date (solely of a Plan that implements the DSM Term Sheet in full), DSM-Firmenich waives any Class 5 – Other Secured Claims and DSM shall neither receive nor retain any property under the Plan on account of any Class 5 – DSM Other Secured Claims.

⁹ DSM-Firmenich has asserted additional unliquidated amounts that would constitute "DSM Contract Claims" once liquidated. DSM-Firmenich has further asserted at least \$29,950,000.00 of additional contingent claims that would constitute "DSM Contract Claims" if the contingency were removed. As of the Plan Effective Date (solely of a Plan that implements the DSM Term Sheet in full), DSM-Firmenich waives any Class 9 DSM Contract Claims and DSM shall neither receive nor retain any property under the Plan on account of any Class 9 – DSM Contract Claims.

¹⁰ DSM-Firmenich acknowledges that as of the Plan Effective Date (solely of a Plan that implements the DSM Term Sheet in full), it will neither receive nor retain any property under the Plan on account of the Amyris Equity Interests, including any distribution of the Third Party Settlement Amount.

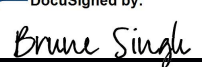
DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM FINANCE B.V.

BY:  DocuSigned by:
76696DB0CFBB433...

TITLE: Director

PRINT NAME: Lingyun Huang

BY:  DocuSigned by:
B65D4DB29B6943A...

TITLE: Director

PRINT NAME: Brune Singh

Signature Page to the Joinder

DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM NUTRITIONAL PRODUCTS LTD.

BY: DocuSigned by:
Dominique Isler
2713D88C231B4C1...

TITLE: Authorized Representative

PRINT NAME: Dominique Isler

BY: DocuSigned by:
B. Suter
A19D5F62CE2B46F...

TITLE: Authorized Representative

PRINT NAME: Benedikt Suter

Signature Page to the Joinder

DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM PRODUTOS NUTRICIONAIS BRASIL S.A.

DocuSigned by:
BY: Mauricio Muller Adade
8793279E3EA84F5...

TITLE: President

PRINT NAME: Mauricio Muller Adade

DocuSigned by:
BY: Luiz Magalhaes
3455F975F9B24F3...

TITLE: Director

PRINT NAME: Luiz Magalhaes

Signature Page to the Joinder

DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM FOOD SPECIALTIES B.V.

DocuSigned by:
BY: Dirk Lippits
1BCA002913C1495...

TITLE: Director

PRINT NAME: Dirk Lippits

DocuSigned by:
BY: Bert Poeijer
CF5CB773956741B...

TITLE: Director

PRINT NAME: L.G.D.M. van Poeijer

Signature Page to the Joinder

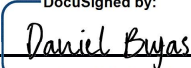
DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM IP ASSETS B.V.

DocuSigned by:
BY: 
9F5F995CDFC64EC...

TITLE: Director

PRINT NAME: Pauline Baumgartner Harris

DocuSigned by:
BY: 
0C8FB7A3D2E4452...

TITLE: Authorized Representative

PRINT NAME: Daniel Bujas

Signature Page to the Joinder

DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM INTERNATIONAL B.V.

DocuSigned by:
BY: Michael Wahl
9A4C9FC9C942489...

TITLE: Proxyholder

PRINT NAME: Michael Wahl


DocuSigned by:
BY: Ivo Nelissen
C8898B24EC5643B...

TITLE: Director

PRINT NAME: Ivo Nelissen


DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

DSM NUTRITIONAL PRODUCTS EUROPE LTD.

BY:  _____
39F96F64D8DE441...

TITLE: Authorized Representative

PRINT NAME: David Zengaffinen

BY:  _____
A19D5F62CE2B46F...

TITLE: Authorized Representative

PRINT NAME: Benedikt Suter

DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

FIRMENICH SA

DocuSigned by:
BY: Sarah Reisinger
56D1683FC6594B7...

TITLE: Chief Science & Research Officer

PRINT NAME: Sarah Reisinger

DocuSigned by:
BY: Amaury Roquette
10640DBE6A36493...

TITLE: Head of INGREDIENTS


PRINT NAME: Amaury Roquette

Signature Page to the Joinder

JOINDER ACKNOWLEDGED AND AGREED TO BY:

COMPANY PARTIES


AMYRIS, INC.

BY: DocuSigned by:

A144E0E76B6E45A...

TITLE: Interim Chief Executive Officer and Chief Financial Officer

PRINT NAME: Han Kieftenbeld

AMYRIS CLEAN BEAUTY, INC.

BY: DocuSigned by:

A144E0E76B6E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

APRINNOVA, LLC

BY: DocuSigned by:

A144E0E76B6E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

AB TECHNOLOGIES LLC

BY: DocuSigned by:

A144E0E76B6E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

JOINDER ACKNOWLEDGED AND AGREED TO BY:

AMYRIS FUELS, LLC

DocuSigned by:
BY: Han Kieftenbeld
A144E0E70B0E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

AMYRIS-OLIKA, LLC

DocuSigned by:
BY: Han Kieftenbeld
A144E0E70B0E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

ADNO SHELL, INC.

DocuSigned by:
BY: Han Kieftenbeld
A144E0E70B0E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

UPLAND 1 LLC

DocuSigned by:
BY: Han Kieftenbeld
A144E0E70B0E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

JOINDER ACKNOWLEDGED AND AGREED TO BY:

AMYRIS-ECOFAB LLC

DocuSigned by:
BY: Han Kieftenbeld
A144E0E76B6E45A...

TITLE: Chief Financial Officer

PRINT NAME: Han Kieftenbeld

CLEAN BEAUTY 4U HOLDINGS, LLC

DocuSigned by:
BY: Han Kieftenbeld
A144E0E76B6E45A...

TITLE: CEO & President

PRINT NAME: Han Kieftenbeld

AMYRIS CLEAN BEAUTY LATAM LTDA.

DocuSigned by:
BY: Daniel Garcia Moreira
4FE6034CFF3A4F7...

TITLE: Legal Director

PRINT NAME: Daniel Moreira

DocuSigned by:
BY: Claudia Nohara
79F0B390F4554EB...

TITLE: Chief Financial Officer

PRINT NAME: Claudia Marina Nohara

JOINDER ACKNOWLEDGED AND AGREED TO BY:

INTERFACES INDUSTRIA E COMERCIO DE COSMETICOS LTDA.

DocuSigned by:
BY: Claudia Nohara
73F0D390F1554EB...

TITLE: Chief Financial Officer

PRINT NAME: Claudia Marina Nohara

DocuSigned by:
BY: Daniel Garcia Moreira
4FE8634CFF3A4F7...

TITLE: Legal Director

PRINT NAME: Daniel Moreira

AMYRIS BIOTECNOLOGIA DO BRASIL LTDA.

DocuSigned by:
BY: Claudia Nohara
73F0D390F1554EB...

TITLE: Chief Financial Officer

PRINT NAME: Claudia Marina Nohara

DocuSigned by:
BY: Daniel Garcia Moreira
4FE8634CFF3A4F7...

TITLE: Legal Director

PRINT NAME: Daniel Moreira

AMYRIS BIO PRODUCTS PORTUGAL, UNIPessoal, LDA.

DocuSigned by:
BY: Shannon Griffin
CE8563DCD297418...

TITLE: Director

PRINT NAME: Shannon Griffin

JOINDER ACKNOWLEDGED AND AGREED TO BY:

CLEAN BEAUTY 4U LLC

BY: Amyris, Inc.

Its: Manager

DocuSigned by:

BY: Han Kieftenbeld

A144E0E76B6E45A...

TITLE: Interim CEO and Chief Financial Officer

PRINT NAME: Han Kieftenbeld

CLEAN BEAUTY COLLABORATIVE, INC.

DocuSigned by:

BY: [Signature]

5F4B68E2A65D465...

TITLE: Chief Executive Officer & President

PRINT NAME: Caroline Hadfield

JOINDER ACKNOWLEDGED AND AGREED TO BY:

DIP AGENT:

EUAGORE, LLC

DocuSigned by:
BY: Barbara Hager
BC19AB6CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

DIP LENDER:

EUAGORE, LLC

DocuSigned by:
BY: Barbara Hager
BC19AB6CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

JOINDER ACKNOWLEDGED AND AGREED TO BY:

CONSENTING FORIS PREPETITION SECURED PARTIES:

FORIS VENTURES, LLC

DocuSigned by:
BY: Barbara Hager
BC19AB6CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

ANESMA GROUP, LLC

DocuSigned by:
BY: Barbara Hager
BC19AB6CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

ANJO VENTURES, LLC

DocuSigned by:
BY: Barbara Hager
BC19AB6CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

PERRARA VENTURES, LLC


DocuSigned by:
BY: Barbara Hager
BC19AB6CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

JOINDER ACKNOWLEDGED AND AGREED TO BY:

MURISC LLC

BY:  _____
BC19AB0CB4204B1...

TITLE: Manager

PRINT NAME: Barbara S. Hager

DocuSign Envelope ID: C7C6B005-5D29-487F-8809-C8B206B4C1A4

Exhibit A

DSM-Firmenich Confirmation Order Provisions

A. DSM-Firmenich¹¹ Resolution

1. The Debtors are authorized to implement the terms of the DSM Term Sheet, the Joinder, and the Amended DSM Contracts, and all such actions are ratified and confirmed.

2. The Amended DSM Contracts shall be binding and effective upon the parties thereto as of the Effective Date. The Amended DSM Contracts must be in form and substance acceptable to DSM-Firmenich, the Company Parties, and the Consenting Stakeholders in their respective discretion exercised in accordance with the DSM Term Sheet.

3. Upon the Effective Date (of a Plan that implements the DSM Term Sheet in full) and entry into the Amended DSM Contracts:

- a. The following contracts shall be assumed without modification by the Debtors: (i) 2021 Farnesene License Agreement; and (ii) the HMO License Agreement.
- b. The following contracts shall be deemed rejected by the Debtors: (i) Project Accelerate APA, (ii) Farnesene Letter Agreement, (iii) Farnesene Short Fall Letter Agreement, (iv) Farnesene Framework Agreement, (v) Bisabolol Supply Agreement, (vi) Givaudan Framework Supply Agreement, and (vii) all other DSM Contracts that are not assumed or assumed as amended pursuant to the DSM Term Sheet.
- c. The Debtors shall enter into the DSM Plan Promissory Note and the DSM Plan Promissory Note Pledge Agreement; *provided that* the Exit First Lien Facility Documents shall be executed on the same date.
- d. The (i) “Notice of termination of Collaboration Agreement,” sent by Amyris, Inc. on August 7, 2023 shall be null and void *ab initio*; (ii) Debtors and their Affiliates shall be forever estopped from asserting that the merger between certain affiliates of DSM-Firmenich resulting in the creation of dsm-firmenich AG resulted in a breach of the Firmenich Collaboration Agreement, and (iii) Debtors and their Affiliates shall have no right or basis to terminate, or bring any claims under, any agreement with DSM-Firmenich or its Affiliates as a result of such merger;
- e. The Debtors shall pay in full in cash all reasonable DSM-Firmenich professional fees, costs, and expenses that are (i) reimbursable under the DSM Loan Agreement and related documents, (ii) related to the agreements in the

¹¹ “**DSM-Firmenich**” shall mean, collectively, DSM Nutritional Products Ltd., Firmenich SA, DSM International B.V., DSM Nutritional Products AG, and DSM Finance B.V.

DSM Term Sheet, or (iii) incurred in connection with the Chapter 11 Cases (including all reasonable, supported fees and expenses of Latham & Watkins LLP and Young, Conaway, Stargatt & Taylor, LLP).¹²

- f. Provided that Amyris has reached an agreement with Givaudan that DSM-Firmenich has confirmed satisfies the conditions in the DSM Term Sheet, DSM-Firmenich and Givaudan will execute a mutual general release of all claims as of the Effective Date arising from, related to, in connection with, or with respect to the Bisabolol Supply Agreement, and Givaudan Framework Supply Agreement and all documents and agreements related thereto.
- g. The Company Parties, the Consenting Stakeholders and DSM-Firmenich, on behalf of themselves and their Related Parties, shall execute a mutual general release with respect to any and all claims related to the Debtors and the Chapter 11 Cases as of the Effective Date, except those expressly assumed under the Plan and the Amended DSM Contracts.

4. Notwithstanding anything to the contrary contained in this Order, the Plan, or the DSM Term Sheet, in the event the Effective Date occurs but the Debtors have not entered into the Amended DSM Contracts and otherwise complied with all terms of the DSM Term Sheet, then:

- a. DSM shall have all rights to object to and/or appeal (i) the amounts or classification of any of its Claims against the Debtors, (ii) the Plan's treatment of the DSM Other Secured Claims, and (iii) the assumption and/or assignment of any DSM Contracts;
- b. DSM shall be entitled to assert all rights (including its right to recover professional fees) under the DSM AP Stipulation and any Administrative Claims that DSM may have;
- c. DSM's rights in this paragraph exist regardless of whether such deadlines otherwise would have expired, and the Debtors and the Consenting Stakeholders shall have no right to challenge DSM's ability (or timeliness) to assert an objection, appeal, or assert rights as provided in this paragraph; and

¹² For the avoidance of doubt, as provided in the *Order Approving Stipulation Granting Adequate Protection Relief to DSM-Firmenich AG* [Dkt. No. 676] (the "**DSM AP Stipulation**"), reimbursement of DSM-Firmenich's professional fees, costs, and expenses shall be pursuant to the following procedures (and the procedures contained in Article II.C of the Plan shall not apply): Latham & Watkins LLP and Young Conaway Stargatt & Taylor, LLP shall send summary invoices to the Debtors, the U.S. Trustee and the Committee for review no later than ten (10) days prior to payment. None of the fees and expenses payable to DSM-Firmenich shall be subject to seeking prior approval of the Court, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court.

- d. the Debtors and Consenting Stakeholders reserve all objections, counterclaims, rights to setoff, and other defenses to the any and all of DSM's claims, objections, appeals, or other assertions.

5. For the avoidance of doubt, provided that the Amended DSM Contracts are implemented in full by the Effective Date (including entry into the required Definitive Documents) and DSM-Firmenich's professional fees are paid as provided in paragraph [3(e)] of this Order, DSM-Firmenich is a "Released Party" and "Releasing Party" under the Plan; *provided that* DSM's status as such shall not impact any rights of DSM-Firmenich surviving pursuant to the Amended DSM Contracts.

[Remainder of page intentionally left blank]

Exhibit B**DSM-Contracts**

DSM Term Sheet Defined Term	Contract Title
Project Accelerate APA	<i>Asset Purchase Agreement</i> , dated March 31, 2021, between DSM Nutritional Products Ltd. and Amyris, Inc.
Project Accelerate License and Drawing Rights Agreement	<i>License and Drawing Rights Agreement</i> , dated March 31, 2021 between Amyris, Inc. and DSM Nutritional Products Ltd.
Project Accelerate Supply Agreement	<i>Supply Agreement</i> , dated March 31, 2021, DSM Nutritional Products Ltd. and Amyris, Inc. <i>Amendment No. 1 to Supply Agreement</i> , dated November 10, 2021, DSM Nutritional Products Ltd. and Amyris, Inc.
Health and Nutrition License Agreement	<i>Health and Nutrition License Agreement</i> , dated May 11, 2017 between Amyris, Inc. and DSM International B.V.
2017 Farnesene License Agreement	<i>Farnesene License Agreement</i> , dated November 14, 2017, as amended in 2020, between Amyris, Inc. and DSM Nutritional Products Ltd.
Farnesene Framework Agreement	<i>Farnesene Framework Agreement</i> , dated December 18, 2020, between Amyris, Inc. and DSM Nutritional Products Ltd.
Farnesene Supply Agreement	<i>Supply Agreement</i> , dated December 28, 2017, as amended, between Amyris, Inc. and DSM Produtos Nutricionais Brasil S.A.
Givaudan Farnesene Supply Agreement	<i>Farnesene Supply Agreement</i> , dated October 28, 2015, as amended, between Amyris, Inc. and Givaudan International S.A.
Bisabolol Supply Agreement	<i>Supply Agreement</i> , dated September 1, 2018, between Givaudan International SA and Amyris, Inc. <i>Agreement of Amendment to the (Bisabolol) Supply Agreement</i> , dated March 30, 2021, by and among Amyris, Inc., DSM Nutritional Products AG, and Givaudan International SA
Givaudan Framework Supply Agreement	<i>Framework Supply Agreement</i> , dated January 1, 2019, as amended, between Givaudan International SA and Amyris, Inc.

Ex. B-1

	<i>Agreement of Amendment to the Framework Supply Agreement</i> , dated March 30, 2021, by and among Amyris, Inc., DSM Nutritional Products AG, and Givaudan International SA
Farnesene Letter Agreement	<i>Letter Agreement</i> , dated December 18, 2020 between DSM Nutritional Products Ltd. and Amyris, Inc.
Farnesene Short Fall Letter Agreement	<i>Letter Agreement</i> , between DSM Nutritional Products Ltd. and Amyris, Inc. regarding “Farnesene Short Fall Amount” dated January 6, 2021
Firmenich Collaboration Agreement	<i>Collaboration Agreement</i> , dated March 13, 2013, as amended, between Amyris, Inc. and Firmenich SA <i>Letter Agreement</i> , dated May 9, 2023, between Amyris, Inc. (and certain of its subsidiaries) and DSM Finance B.V.
Firmenich Supply Agreement	<i>Amended and Restated Supply Agreement</i> , dated August 29, 2018, as amended and supplemented, between Amyris, Inc. and Firmenich SA
Firmenich Escrow Agreement	<i>Strain Escrow Agreement</i> , dated August 22, 2013 as amended by (i) Amendment No. 1 dated December 23, 2016, by and among Amyris, Inc., Firmenich S.A., and SciSafe Inc., and (ii) Amendment No. 2 dated October 25, 2023 by and among Amyris, Inc., Firmenich SA, DSM Nutritional Products Ltd., and SciSafe Inc.
Firmenich Consent to Assignment	<i>Consent to Assignment of Collaboration and Supply Agreement</i> , dated March 31, 2021, between Firmenich SA and Amyris, Inc., and acknowledged and agreed to by DSM Nutritional Products Ltd.
HMO License Agreement	<i>HMO License Agreement</i> , dated September 29, 2017, between Amyris, Inc. and DSM Nutritional Products Ltd
2021 Farnesene License Agreement	<i>Farnesene License Agreement</i> , dated September 30, 2021, between Amyris, Inc. and DSM Nutritional Products Ltd.